

## What is Calderbank Offer?

A Calderbank offer is an offer of settlement made by one party to another in an attempt to resolve the dispute and prevent the matter from escalating. Contracts Specialist can help you draft Calderbank offers and negotiate with the other party.

The purpose of a Calderbank offer is to offer to settle a dispute. Through the Calderbank offer, you are notifying the other party that if the dispute escalates and the outcome is less favourable to the other party compared to the terms of the Calderbank offer being made, then you may present the Calderbank offer to the court or tribunal and improve your opportunity to claim for costs, including legal and expert fees.

A Calderbank offer is often identified by the disclaimer “Without Prejudice Save as to Costs” at the beginning of a letter or correspondence and by the statement saying it is made in accordance with the principles of Calderbank v Calderbank [1975] 3 All ER 333

## Why is it called a Calderbank Offer?

You might be wondering why it is called “Calderbank Offer”. The term Calderbank offer came from a landmark case of Calderbank v Calderbank decided by the English Court of Appeals on 5 June 1975. The decision became the following jurisprudence today, wherein when the successful party to a case refuses to accept a settlement offer from the other party, such refusal can be used as evidence for the court or tribunal to decide who is responsible for the payment of legal costs of the case.

## Why is it called a Calderbank Offer?

A Calderbank Offer should contain the following (note that the content of a Calderbank Offer is not limited to the below list):



Settlement Sum



Terms and Conditions of  
Settlement



Due Date of acceptance,  
etc.

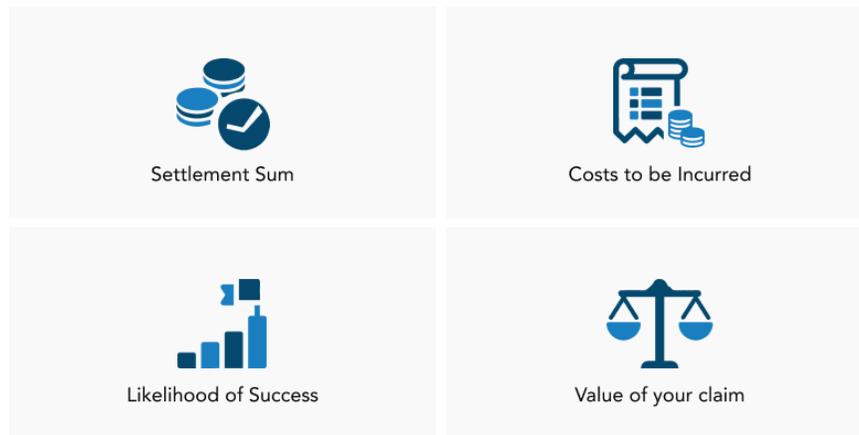
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The Right Legal Advice.**

Contracts Specialist Is A Sydney-Based Construction Law Firm That Deals With Building Disputes, Construction Contracts, Debt Recovery, And Security Of Payment. With Contracts Specialist, You Are Ensured That You Are In Good Hands.

## What should you consider in a Calderbank Offer?

When we receive or make a Calderbank offer, we should weigh and consider whether it would be best for the parties to settle.

Here are some things that you may consider in case you receive or you will serve a Calderbank offer:



You might want to think whether to accept the Calderbank offer or draft a reasonable offer, considering the value of your claim compared to the costs that you might incur in continuing the proceeding or escalating the dispute.

## How can Contracts Specialist help you?

A Calderbank Offer can be an effective tool to negotiate with the other party. When you do it right, it may encourage you and the other party to negotiate terms that will be beneficial for both of you. It is encouraged that a Calderbank Offer is drafted by a contract specialist like us so that you will be guided with all the possible risks and limitations that you may encounter.

We have been drafting Calderbank offers every single day for the past 10 years. With our broad and extensive experience with this matter, we can easily lead you to the best decision in serving or responding to a Calderbank Offer.

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